

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant ALSTON & BIRD LLP	2. Registration No. 5549
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3. Name of foreign principal Ministry of Finance & Industry United Arab Emirates	4. Principal address of foreign principal Ministry of Finance and Industry P. O. Box 433 Abu Dhabi, UAE
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5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
Ministry of Finance and Industry
- b) Name and title of official with whom registrant deals.
Khalid ali al Bustani, Assistant Undersecretary, Budget and Revenue, Ministry of Finance

7. If the foreign principal is a foreign political party, state:

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim.

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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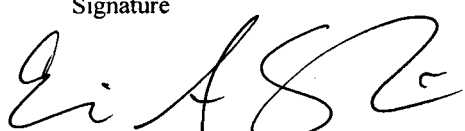
Date of Exhibit A	Name and Title	Signature
8/22/06	Eric Shimp Policy Advisor	

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant ALSTON & BIRD LLP	2. Registration No. 5549
3. Name of Foreign Principal Ministry of Finance & Industry, United Arab Emirates	

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The engagement requires the provision of advisory services to the Government of the UAE regarding the trade and investment policy and market access and regulatory issues pertaining to the negotiation of a bilateral free trade agreement between the UAE and the United States. Services are provided via written analyses and oral briefings for Ministry and other UAE officials on the substantive economic policy issues pertaining to the trade agreement from August 14, 2006 through December 31, 2006.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

This contract does not entail representation of the foreign principal before the U.S. Government. The terms of the engagement are limited to the provision of policy and legal advice with respect to all trade and investment policy matters covered by the prospective trade agreement.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

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Date of Exhibit B	Name and Title	Signature
8/22/06	Eric Shimp, Policy Advisor	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

ALSTON & BIRD LLP

The Atlantic Building
950 F Street, NW
Washington, DC 20004-1404

202-756-3300
Fax: 202-756-3333
www.alston.com

Eric Shimp
Policy Advisor

Direct Dial: 202-756-3409

E-mail: eric.shimp@alston.com

August 8, 2006

PRIVILEGED AND CONFIDENTIAL

HE Saqr Ghobash
Ambassador of the United Arab Emirates
Embassy of the United Arab Emirates
3522 International Court, NW
Washington, DC 20008

Re: Engagement letter for trade advisory services.

Dear Mr. Ambassador:

Our team is proud to have advised the United Arab Emirates since the launch of trade negotiations with the United States in 2005, and we look forward to continuing our best efforts on your behalf. Our arrival at Alston & Bird marks an expansion of our capacity to advise your Government, and we look forward to bringing our new capabilities to bear on the task at hand. The purpose of this letter is to confirm the terms of our consultative engagement with the Ministry of Finance and Industry of the United Arab Emirates (The Ministry) to continue to provide substantive trade policy advisory services related to the expansion of UAE-U.S. bilateral trade. This engagement does not constitute a contract to represent The Ministry, the Embassy of the United Arab Emirates, or any UAE Government affiliate before the U.S. government or any organization, public or private.

Pursuant to your objectives, our practice will be available throughout the contract period as a resource to Ministry officials to advise on previously identified as well as arising *ad hoc* issues arising in the context of this engagement. This shall include the provision of technical and coordinating advice to advocates retained by the Ministry with regard to negotiation of a bilateral free trade agreement with the United States. The terms of reference for all services are outlined in the annexed Terms of Reference.

The attorney-client privilege is an important subject that we raise with our clients at the outset of any new representation. As a matter of professional responsibility, we are

One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424
404-881-7000
Fax: 404-881-7777

Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000
704-444-1000
Fax: 704-444-1111

90 Park Avenue
New York, NY 10016
212-210-9400
Fax: 212-210-9444

3201 Beechleaf Court, Suite 600
Raleigh, NC 27604-1062
919-862-2200
Fax: 919-862-2260

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required to preserve the confidences of our clients. This professional obligation and the legal privilege accorded attorney-client communication exist to encourage candid and complete communication between client and attorney. The attorney-client privilege can be lost if our written or oral communications are shared inappropriately with others, including, under certain circumstances, other employees or representatives of the Ministry of Finance of the UAE. We should, therefore, discuss in advance any intention of yours to include others in our confidential relationship.

The term of this contract runs from August 1, 2006, to December 31, 2006, renewable for a period to be determined as necessitated by developments. The parties agree to review the engagement regarding renewal in December, 2006. Either party may terminate this engagement pending a 30-day advance notice of the other party. Non-legal advisory fees for this engagement will be \$35,000 per month for total compensation of \$175,000 for the contract period. We will advise the Ministry and other government entities as required on matters regarding the expansion of the bilateral trade relationship between the United Arab Emirates and the United States, including the negotiation of a bilateral free trade agreement. Formal and informal consultations with UAE officials will be conducted regularly through the auspices of The Ministry and Embassy staff, including such trips to the United Arab Emirates or other destinations so as to advise various UAE government teams as required by The Ministry.

Throughout the period of this engagement, we will send monthly statements, retroactive to August 1, 2006, for our services rendered in the previous month, payment due upon receipt. In addition to our advisory fees, the statements will include charges for related expenses and services, such as photocopying, computerized research, travel, long distance telephone, telecopy, word processing filing fees, etc., to the extent required by this particular engagement. Should you have any questions about any statement, please do not hesitate to call me.

Our fees are also exclusive of additional legal advisory work that may be contemplated under the terms of this engagement. In the advent that the practice should be required to draw upon the legal resources of the Firm, attorney fees shall either be billed according to the Firm's standard fee schedule or as part of a separate retainer agreement, whichever you prefer. All attorney expenditures shall be approved, in advance, by indicated Ministry officials. As noted in our discussions, we do not anticipate significant recourse to additional legal fees in the course of this engagement.

As in any professional relationship where mutual trust and confidence are essential, it is appropriate for the Ministry or Alston & Bird to be able to terminate our engagement at any time by reasonable written notice. If our engagement is terminated, we understand that the Ministry will take whatever steps are necessary to evidence that we are free from any obligation to perform further, and to pay us for unpaid fees for legal services rendered and charges for related expenses and services incurred to the date of termination. For clients who are not regular, general clients of the firm, but who hire us

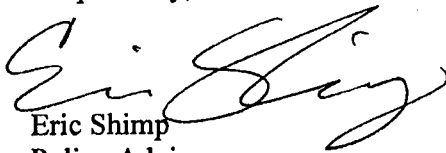
HE Saqr Ghobash
August 8, 2006
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as special counsel for a limited engagement, a condition of our acceptance of the engagement is an agreement that our acceptance of the limited engagement shall not preclude our firm from representing other clients in the future who may have adverse interests with respect to matters unrelated to the limited engagement. We consider our representation of the Ministry to fall into this category. Consistent with past practice, the Firm will register, due to the terms of this engagement, under the Foreign Agents Registration Act (FARA), as required by U.S. law

We would appreciate your acknowledging on behalf of the Ministry that this letter correctly reflects the terms of our engagement by signing, dating, and returning to me the enclosed copy of this letter. There is a space for your acknowledgement below my signature.

We are privileged and delighted that our team at Alston & Bird will continue to advise the Ministry for the purposes described herein, and we thank you very much for choosing us. We look forward with enthusiasm and appreciation to working with you.

Respectfully,


Eric Shimp
Policy Advisor

I AGREE WITH THE FOREGOING TERMS
AND CONDITIONS

For the Government of the United Arab Emirates



Signature

HE Saqr Ghobash, Ambassador of the United Arab Emirates

Dated: 8/14/06

cc: Ms. Reem al Hashimy
Trade Attaché

Terms of Reference
(as provided by the Ministry)

Scope of Work

- Outline alternative templates previously employed by the USTR in past Free Trade Agreements for the individual chapters of those agreements. Comment on the legal/policy implications of those templates and why specific templates have been employed in specific situations.
- Outline the range of arguments employed by the USTR in support of the same negotiating objectives in different countries.
- Drawing on past experience, brief the UAE Government on the meaning, possible interpretations and implications of various texts related to the FTA negotiations, including the draft articles, annexes and related letters proposed by the US, as they arise.
- Advise the UAE Government as to what effective access to markets and national treatment any US concessions and proposals that arise from the negotiations would provide, taking into account any non apparent constraints (such as, for example, state requirements and regulations) that may compromise their value to the UAE.
- Drawing on your past experience, advise the UAE negotiators as to the acceptability to the USA of potential changes to any UAE laws that may be considered in response to requests made by US negotiators.
- On-call support to UAE negotiators as to the implications of various issues as they arise during the negotiations.
- Other support as may arise.